



**CONSULTING AND TECHNICAL SERVICES (CATS)  
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**Airport Technology Support  
CATS TORFP PROJECT J00P7200007**

**MARYLAND AVIATION ADMINISTRATION**

**ISSUE DATE: AUGUST 28, 2006**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

**Although information from the Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from MDOT to the Contractors shall be sent only by the MDOT Contracts Manager or designee.**

|   |  |
|---|--|
| <b>TORFP Title:</b>   | Airport Technology Support   |
| <b>Functional Area:</b>   | Functional Area 6 –<br>Systems/Facilities Management and Maintenance   |
| <b>TORFP Issue Date:</b>  | 8/28/06  |
| <b>Closing Date and Time:</b>   | 9/20/06 at 12:00 PM  |
| <b>TORFP Issuing Agency:</b>  | Maryland Department of Transportation<br>Maryland Aviation Administration (MAA)  |
| <b>Send Questions and Proposals to:</b><br><br><b>Questions must be submitted no later than 10 days prior to proposal due date.</b> | MDOT Contracts Manager – Peter Arrey<br>Email Address: <a href="mailto:parrey@mdot.state.md.us">parrey@mdot.state.md.us</a><br><br>MDOT Contracts Administrator – Carl Stein<br>Email Address: <a href="mailto:cstein@mdot.state.md.us">cstein@mdot.state.md.us</a><br><br>TO Procurement Officer – Neal Heaton<br>Email Address: <a href="mailto:nheaton@bwiairport.com">nheaton@bwiairport.com</a> |
| <b>TO Procurement Officer:</b>  | Neal Heaton<br>Office Phone Number: 410-859-7290<br>Office FAX Number: 410-859-7000  |
| <b>TO Manager:</b>  | Robert Polkiewicz (Information Technology)<br>Office Phone Number: 410-859-7612<br>Office FAX Number: 410-859-7000   |
| <b>TO Project Number:</b>   | J00P7200007  |
| <b>TO Type:</b>   | Time and Material  |
| <b>Period of Performance:</b>   | Two year base bid with optional one year renewal   |

|                                      |  |
|--------------------------------------|--|
| <b>MBE Goal:</b>                     | 30 percent   |
| <b>Small Business Reserve (SBR):</b> | No   |
| <b>Primary Place of Performance:</b> | MAA – Kauffman Building, 1500 Amtrak Way, BWI Airport,<br>MD 21240   |
| <b>TO Pre-proposal Conference:</b>   | September 8, 2006 at 8:30 AM<br>MDOT Headquarters, Harry Hughes Conference Room<br><br>7201 Corporate Center Drive<br><br>Hanover, MD 21076<br><br>(See Attachment 6 for directions) |

## **SECTION 1 ADMINISTRATIVE INFORMATION**

### **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

### **1.2 TO AGREEMENT**

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

### **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by MAA's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J00P7200007. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #J00P7200007 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #J00P7200007 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

### **1.4 MINORITY BUSINESS ENTERPRISE (MBE)**

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

### **1.5 eMARYLANDMARKETPLACE FEE**

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds

\$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

## **1.6 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

## **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at Maryland Aviation Administration (MAA) – Kauffman Building, 1500 Amtrak Way, Linthicum Maryland 21090. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

## **SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE, AGENCY INFORMATION AND BACKGROUND**

#### **2.1.1 Purpose**

The MAA Division of Airport Technology is issuing the CATS TORFP to obtain IT and Telecommunications services supporting MAA's mission and business goals as proponents of Aviation in the State of Maryland. Two individual tasks are contained in the TO with the understanding that separate awards may be made for Task 1 (Information Technology Network Engineering) and Task 2 (Telecommunications Network Engineering). Please structure all responses accordingly. All personnel requested in this TO are full time employees and backup personnel must be available to meet their obligations in the event that the primary personnel are unavailable.

#### **2.1.2 REQUESTING AGENCY BACKGROUND**

The Maryland Aviation Administration, a modal of the Maryland Department of Transportation, is the owner and operator of Baltimore/Washington International Thurgood Marshall Airport (BWI) and Martin State Airport (MTN). The MAA is responsible for fostering, developing, and regulating aeronautical activities throughout the state. Within the Administration, the Division of Airport Technology (DAT) is composed of three sections: Information Technology Network Engineering (ITNE), Technical Systems Project Management, and Telecommunications Network Engineering (TNE). ITNE and TNE manage and perform the operations and maintenance of the MAA Information Technology investment.

### **Task 1 ITNE Support**

#### **PROJECT BACKGROUND**

The MAA is part of the MDOT network. MAA Network encompasses the greater BWI campus on a gigabit LAN with WAN (ATM, T1) connections to four additional sites that have 100mbs LANs. The MAA uses Hewlett Packard (HP) servers running Novell NetWare 5.1, Microsoft Windows 2000, and Microsoft Windows 2003 network operating systems. The workstations are HP desktops and IBM laptops with operating systems consisting of Microsoft Windows 2000 or Windows XP and the Microsoft Office 2000 or 2003 Professional. MAA utilizes the a centralized MDOT e-mail system, Microsoft Exchange 2003. Additionally, various laptops, printers, scanners, and remote access software are supported.

The following is a partial list of supported software:

- Network: TCP/IP
- Virus Protection: McAfee Virus scan
- Desktop O/S: Windows 2000, XP
- Server O/S: Novell Netware 5.1  
Windows 2000  
Windows 2003  
VMware Infrastructure 3(ESX 3.0)
- Help/Service Desk: CA Unicenter SD
- Internet browser: Microsoft Internet Explorer

- E-mail/Scheduling: Microsoft Exchange 2003
  - Office Automation: Microsoft Office 2000/2003
- Attachmate Terminal Emulator Suite
- Photo Editor
- Adobe Acrobat
- Autodesk Autocad and DWF Viewer
- MS Visio
- Corel Draw

## **MAA Business Support Hours**

The MAA business support hours are 8:00 AM to 5:00 PM, Weekdays, excluding State Holidays. The Help Desk must be available during MAA business hours. The Tier 1 Technical and Workstation Upgrade/Replacement support is required to perform eight hours, pending coordination of set hours with MAA Supervisor. The vendor is responsible for providing replacement persons to back-fill in the event the primary assigned person(s) is/are unable to provide service (i.e., sick, vacation, etc.). It is the responsibility of the vendor to inform the customer if the primary assigned person(s) is/are unavailable for assigned duties.

The MAA ITNE team meets weekly. The vendor(s) personnel will attend these meetings and contribute to the review of performance measures (i.e., number of workstations replaced, issues found during replacement, number of printers deployed, etc), help/service desk trends, and other relevant items.

The Application Administration/Operations – position will be provided training for both administration of the system and operation of the system. Operations training will include the standard processes of inputting new contracts, supplements and letter agreements in addition to the various important attachments that form a complete contract package. This position will provide first level application support to the AirportIQ Business Manager application for all MAA users.

## **Duties and Responsibilities**

The MAA requires Five (5) full time personnel for technical services:

- 1.) Help/Service Desk,
- 2.) Tier 1 Technical Support
- 3.) Workstation upgrade and replacement.
- 4.) Network Engineering and Administration
- 5.) Application Administration & Operations – GCR Associates, AirportIQ Business Manager

The ITNE goal for this TO is to provide IT Service Management, Tier 1 service/incident management, workstation upgrade and replacement, Network Engineering/Administration, and Application Administration & Operations.

Help/Service Desk will provide technical assistance service and support to the MAA end user community including but not limited to receiving and recording all calls from users; deal directly with simple requests and complaints; provide initial assessment of all problems; make first attempt at problem resolution; escalate problems as necessary; monitor ticket progress; keep users/management informed of ticket status; produce management reports.

Tier 1 Technical support involves addressing problems escalated at the Help/Service Desk. This includes but is not limited to troubleshooting and repairing microcomputer operating systems and hardware and troubleshooting or installing and configuring applications. Documenting and recording troubleshooting methods, procedures, and results. Providing direct support to end users will require travel to the various MAA locations within a seven mile radius of BWI Airport and on campus support of Martin State Airport located in Middle River, Maryland.

Workstation upgrade and replacement: The MAA has approximately 600 workstations with a 25% annual replacement schedule. The workstation replacement task includes, but is not limited to, creating a base image using MAA standards and industry best practices, imaging and deploying the new workstations while maintaining customer data integrity and satisfaction.

Network Engineering and Administration: MAA Requires a full time network engineer with knowledge, skills, and ability to perform network design, implementation, performance analysis and troubleshooting on the MAA network which includes Novell Netware, Windows NOS, VMware ESX, and Cisco network communication devices.

Application Administration & Operations – GCR Associates, AirportIQ Business Manager: The MAA requires a full time individual to perform administration and operations activities on its AirportIQ Business Manager application that manages the commercial contracts for the MAA Office of Commercial Management. This individual will maintain and run the application on a daily basis inputting new contracts and making the required changes to support the application for the Commercial management, Financial Analysis, and Accounting staff that will use the system information to make important business decisions.

## TECHNICAL REQUIREMENTS

### Help/Service Desk:

- Support users/troubleshoot Windows Desktop Operating Systems, to include but not limited to Windows 2000 and XP.
- Support users/troubleshoot Microsoft Office.
- Support users/troubleshoot Microsoft Outlook 2003 Client
- Utilize Novell ZENWorks or other remote control software for diagnostic, troubleshooting and repair activities.
- Troubleshoot network using command line utilities.
- Use Help Desk applications to document and track end user problems and their resolution including the preparation of reports to keep management aware of trends and prolonged repair operations.
- Collect and maintain statistics on hardware and software problems, maintenance service calls, and user base
- Update and maintain Moves Adds and Change (MAC) configuration management database (CMDB) and definitive software library (DSL).

### Tier 1 Technical Service:

- Diagnostic, troubleshooting and repair activities to allow proper network workstation functionality.

- Utilize Novell ZENWorks or other remote control software for diagnostic, troubleshooting and repair activities.
- Provide Tier 1 support to the MAA office automation environment to include troubleshooting and repairing microcomputers (hardware and software) and printers;
- Develop standard operating procedures for the Division of Airport Technology office automation computing environment;
- Provide assistance and help to users in areas, including, but not limited to, personalized troubleshooting assistance, telephone assistance, and limited application training.
- Perform hardware/software testing, installation, and maintenance.
- Update and maintain (add, move, change) configuration management database for all supported configuration items.
- Troubleshoot problems encountered using workstations

#### Workstation Upgrade and Replacement:

- Use workstation imaging including deployment strategies for dealing with unique workstation configurations and software applications.
- Use network diagnostic, troubleshooting and repair activities to allow proper workstation functionality.
- Install, configure, and maintain new office automation equipment
- Develop standard operating procedures for the Division of Airport Technology office automation computing environment
- Document imaging procedures and recommend improvements in replacement processes
- Troubleshoot problems encountered using workstations
- Update configuration management database.

#### Network Engineering and Administration

- Configure, manage and administer a VMware Infrastructure 3 server environment.
- Manage and administer a Novell NDS network.
- Manage and administer a Windows AD network.
- Configure and troubleshoot Cisco switches.
- Microsoft patch and McAfee anti-virus management on an enterprise level.
- Understanding of the OSI model and TCP/IP networks.
- Perform high-level project management.
- Write MDoT Configuration Change Requests (CCR) and Device Management Requests (DMR).
- Write implementation plans and designs for new systems deployed at MAA.
- Update and maintain the MAA Disaster Recovery Plan for existing and new systems.
- Update and maintain the MAA CMDB.

#### Application Administration & Operations – GCR Associates, AirportIQ Business Manager Application:

- Administer a business application including: New User creation, Security restrictions, data input, etc...
- Use a scanner and associated hardware to scan and index important documents for inclusion in a document repository for subsequent retrieval.

- Create/run required “canned” and adhoc business reports

### **2.1.3 DELIVERABLES:**

#### **A. Personnel**

The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.

#### **B. Documents, Projects and Reports**

##### **Subtask 1 Help/Service Desk:**

- 1.) Utilizing the MAA Help/Service desk software to produce a weekly incident report due close of business each Monday.
- 2.) Utilizing the MAA CMDB and DSL provide weekly status reports, due close of business each Monday.
- 3.) Working with the ITNE team, develop a standard operating procedure (SOP) manual with SOP templates (NTP + 60). Incorporate developed SOP's in the manual. Provide management a quarterly review of the SOP manual.

##### **Subtask 2 Tier 1 Technical Service:**

- 1.) NTP+120 Work with Help/Service Desk to develop standard operating procedures for daily tasks (add, move, change of printers, workstations, pocket PC's, Palm Pilots, Palm Treos, and RIM devices).

##### **Subtask 3 Workstation Upgrade and Replacement:**

- 1.) NTP +45 Develop and document standard operating procedure (SOP) on the workstation imaging process, including but not limited to: image library, operating system installation and configuration, minimum application installation and configuration, post installation processes.
- 2.) NTP +45 Develop a workstation upgrade/replacement deployment worksheet.
- 3.) Provide weekly (close of business Monday) progress report on assigned tasks and workstation upgrade and replacement project. Report must include inventory changes MAC with serial numbers, MAA inventory tag number, item name, user name, user location).

##### **Subtask 4 Senior Network Engineering Support:**

- 1.) Weekly status report on IT projects, which will include gant charts, work breakdown structure, implementation plans, etc.
- 2.) Quarterly DRP Compliance Report - The contractor will provide documentation, and perform a review of compliance with MAA's Disaster Recovery Plan for all IT systems.
- 3.) Perform weekly health checks of the MAA AD, SAN, and Windows cluster servers. Provide electronic report of findings to MAA TO Manager.
- 4.) Perform weekly health checks of the MAA VMware virtual infrastructure. Provide electronic report of findings to MAA TO Manager.

##### **Subtask 5 Application Administration/Operations:**

- 1.) Weekly status report on new contracts, bids, proposals and users (include security changes) entered.
- 2.) Weekly listing of reports created and distributed.
- 3.) Update and maintain system process documentation – provide a monthly change report log.

#### **2.1.4 DELIVERABLE/DELIVERY SCHEDULE:**

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined, as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

#### **2.1.5 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO

Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

## **2.1.6 PROPOSED PERSONNEL EXPERTISE REQUIRED**

The TO Contractor must demonstrate in their proposal that the personnel proposed for these tasks possess the following minimum level of expertise in the following areas:

### **Help/Service Desk:**

Two years of experience running an operational help desk with help desk software (preference for Computer Associates Unicenter SD advanced help desk software) including first tier problem resolution. Demonstrated problem solving methodology and the ability to support all MAA applications and desktop operating systems as listed in section 2.1.4

- Novell Netware 5.1 and Microsoft AD User Account Administration (password re-set).
- Computer Associates Unicenter Service Desk Use
- Novell ZENWorks Remote Desktop Management or similar tool.
- Microsoft Windows 2000 and/or XP Desktop Operating System support (MCDST certification desirable).
- Microsoft Office 2000 and/or 2003 Suite support (Microsoft Office Specialist Certification desirable).
- Microsoft Outlook 2000 or 2003 Client support (Outlook 2003 desirable).
- HDI Help Desk Analyst Certification desirable.

### **Tier 1 Support:**

Two years of experience providing support and problem resolution on both hardware (PC's, printers, scanners, and other peripherals) and software. Software support should include documented experience with the applications and the desktop operating systems listed in section 2.1.4

- Novell Netware 5.1 User Account Administration (password re-set).
- Microsoft AD User Account Administration (password re-set).
- Computer Associates Unicenter Service Desk Use
- Novell ZENWorks Remote Desktop Management or similar tool.
- Microsoft Office 2000 and/or 2003 Suite support (Microsoft Office Specialist Certification desirable).

- Microsoft Outlook 2000 or 2003 Client support (Outlook 2003 desirable).
- Microsoft Certified Desktop Support Technician (MCDST) desired.
- Workstation troubleshooting and repair (CompTIA A+ Certification desirable).

#### Workstation Upgrade and Replacement:

One year of experience with Microsoft Windows 2000 and XP desktop operating systems installation, configuration and troubleshooting including the use of imaging applications (preference for Norton Ghost) for enterprise based PC replacement programs.

- Use of Symantec Norton Ghost (v9 desirable).
- Computer Associates Unicenter Service Desk Use
- Demonstrated technical writing skills desirable.
- Microsoft Certified Desktop Support Technician (MCDST).
- CompTIA A+ Certification.

#### Senior Network Engineering Support

Two years of Network engineering support one of which must be lead engineer in an enterprise environment with both wide area and local network segments. Preference for individuals with Novell, Cisco and/or VMware ESX experience and certifications (VMware certified Professional).

- Microsoft Certified Systems Engineer (MCSE)
- Microsoft Certified Systems Administration – Exchange Server (MCSA)
- Cisco Certified Network Associate (CCNA)
- CompTIA A+ Certification
- Novell Netware Certification
- VMware certified Professional - Demonstrated skills planning, configuring, supporting, and maintaining a virtual server environment using VMware ESX products

#### Administration/Operations – GCR Associates, AirportIQ Business Manager

One year of direct support administering a business oriented application. Trained in Help desk/application support and maintenance. Experience with basic business or lease contract administration functions is preferred but not mandatory.

- Skilled in the use of Microsoft Office 2003 (Word, Excel, PowerPoint, and Access)
- Skilled in the use of Adobe Acrobat for creating Portable Document Files (PDF)
- Skilled in the daily application administration functions of a business oriented software application including creating user accounts, configuring an application, etc.
- Skilled in the use of scanning multi-paged documents and indexing the documents for incorporation into a document repository for later retrieval.
- Skilled in application administration including user account creation, application configuration and basic system maintenance

### **2.1.7 CONTRACTOR QUALIFICATIONS**

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

## **Task 2 TNE Support**

### **2.1.8 PROJECT BACKGROUND**

MAA's Office of Airport Technology telecommunication's support group consists of 4 staff members that provide technical, administrative, system, application and hardware support on PBX's, Voicemail, Call Accounting, IVR, Emergency Notification, Call Center, Paging, Recording, emergency dispatch system, conferencing systems and applications. Additionally, the telecommunication's department is responsible for circuit and equipment ordering, billing approval, and maintaining the telecommunication budget for services, equipment, and circuits. The department is also responsible for telephone moves adds and changes, maintenance of the employee cell phone usage reimbursement program, ordering and distribution of cell phone & pagers, wireless equipment, and for providing project management, technical & end-user documentation, training, and other duties & responsibilities to meet the daily and long-term telecommunication needs and requirements of BWI and Martin State Airport.

### **2.1.9 TECHNICAL REQUIREMENTS**

This task is aimed toward providing the required telecommunications services via two on-site telecommunication contractors with technical expertise.

#### **A) Telecommunications Analyst**

The individual will assist the MAA Chief of Telecommunications in the day to day operation and management of the MAA telecommunications network, systems, applications and infrastructure including:

- Manage the development and engineering of customized applications and systems for Life Safety and Security purposes at BWI & MTN Airports.
- Develop, monitor and manage the telecommunications portions of the operating, CTIPP and CTP budgets.
- Manage the development and engineering of customized applications and systems for business, operational and customer service purposes.
- Develop detailed technical and performance specifications for systems, networks, applications and infrastructure.

- Direct the modification, maintenance and integration of software and hardware for the MAA's local and wide area telecommunications networks. This requires an in-depth technical knowledge and significant expertise regarding all facets of these technologies.
- Updating, maintaining, tracking, managing and supporting, telecommunications databases, forms, projects, data pages, and custom interfaces to synchronize data between multiple systems, databases, and applications using Microsoft Access 2000, Microsoft Office Outlook 2003, Microsoft Excel 2000, Acrobat Adobe 7.0 professional, and AHD.
- Automating the following processes: telecommunications workflow, trouble reporting, Ordering, billing, maintenance, asset tracking and inventory, audit and security, disaster recovery processes, employee cell phone reimbursement using MAA's telecommunication applications, on-line tools, Microsoft Access 2000, Microsoft Office Outlook 2003, Microsoft Excel 2000, Acrobat Adobe 7.0 professional, and AHD.
- Providing first level support for telecommunication systems, applications and equipment.
- Updating and maintaining telecommunications management system databases that include - cable inventory and user, physical inventory and Trouble Ticket Management.
- Controlling and maintaining all switch room records and inventory including; electronic mail, technical equipment check in/out, environmental equipment maintenance logs, receipt of mail and packages, and ordering and stocking both technical and non-technical supplies.
- Performing application and control review of the organizations telecommunication, PBX, long distance, leased circuit, and telecommunications management accounting systems.
- Develop and implement comprehensive audit programs, audit trails and systems for all telecommunication systems, consult with the MAA Telecommunications manager.
- Evaluating vendor supplied software and networking schemes and participate in in-house development of software and system network strategies for security analysis and audit ability.
- Perform abuse research and follow up with recommendations to management as to results, and make recommendations for future efforts to curb or eliminate future abuse.
- Must have a technical working knowledge of complex telecommunication system configurations, and telecommunications management systems such as Centigram Voicemail, Cisco Call Manager, Infortel Call Accounting, and Call Interactive Center.
- Must be proficient in the following Microsoft applications: Excel, Word, Access, Project
- Manage and administer telecommunication systems user identifications; passwords; and security keys.
- Provide assistance in maintaining inventory control and location records of telecommunications equipment/software and disposal of property as required;
- Verify active and inactive telephone lines and circuits
- Maintain PBX & Paging System Bay face inventory information, and port capacity.

The Wireless Specialist will administer and operate the cell phone reimbursement program and be capable of providing the first level interface between end users and the telecommunications department by:

- Providing Help Desk assistance tracking, monitoring and reporting status of system troubles and MAC requests.

- Using Microsoft applications to provide administrative project support by tracking document versions, creating, gathering, updating, compiling, maintaining, and distributing project information, by performing data-entry duties, running reports, updating & creating files, and project binders for new and existing telecommunication projects.
- In inventorying and asset tracking of equipment, hardware, software, circuits, services, invoices, contracts, and CSR's.

## **2.1.10 PROJECT APPROACH**

The Telecommunications Analyst shall be familiar with the State of Maryland Systems Development Life Cycle process and the project management principles contained in the Project Management Institute Body of Knowledge (PMBOK).

## **2.1.11 DELIVERABLES**

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined, as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- F) Be presented in a format appropriate for the subject matter and depth of discussion.
- G) Be organized in a manner that presents a logical flow of the deliverable's content.
- H) Represent factual information reasonably expected to have been known at the time of submittal.
- I) Present information that is relevant to the Section of the deliverable being discussed.
- J) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.

- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

The Contractor shall prepare a Work Breakdown Structure (WBS) as part of their Project Management Plan and methodology explanation, using the version (2000 or later) of Microsoft Project software identified by MAA for any project. The WBS shall provide a detailed work plan that identifies each project milestone and associated deliverable and describes the project work effort necessary to accomplish each milestone unless otherwise specified. Any changes to the WBS shall be approved by the MAA's Telecommunications Manager.

#### **A. Personnel**

The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.

#### **B. Documents, Projects and Reports**

##### **Subtask 1 Help/Service Desk:**

- 1.) Utilizing the MAA Help/Service desk software to produce a weekly incident report due close of business each Monday.
- 2.) Utilizing the MAA CMDB and DSL provide weekly status reports, due close of business each Monday.
- 3.) Working with the ITNE team, develop a standard operating procedure (SOP) manual with SOP templates (NTP + 60). Incorporate developed SOP's in the manual. Provide management a quarterly review of the SOP manual.

##### **Subtask 2 Tier 1 Technical Service:**

- 1.) NTP+120 Work with Help/Service Desk to develop standard operating procedures for daily tasks (add, move, change of printers, workstations, pocket PC's, Palm Pilots, Palm Treos, and RIM devices).

##### **Subtask 3 Workstation Upgrade and Replacement:**

- 1.) NTP +45 Develop and document standard operating procedure (SOP) on the workstation imaging process, including but not limited to: image library, operating system installation and configuration, minimum application installation and configuration, post installation processes.
- 2.) NTP +45 Develop a workstation upgrade/replacement deployment worksheet.
- 3.) Provide weekly (close of business Monday) progress report on assigned tasks and workstation upgrade and replacement project. Report must include inventory changes MAC with serial numbers, MAA inventory tag number, item name, user name, user location).

##### **Subtask 4 Senior Network Engineering Support:**

- 1.) Weekly status report on IT projects, which will include gant charts, work breakdown structure, implementation plans, etc.
- 2.) Quarterly DRP Compliance Report - The contractor will provide documentation, and perform a review of compliance with MAA's Disaster Recovery Plan for all IT systems.
- 3.) Perform weekly health checks of the MAA AD, SAN, and Windows cluster servers. Provide electronic report of findings to MAA TO Manager.

- 4.) Perform weekly health checks of the MAA VMware virtual infrastructure.
- 5.) Provide electronic report of findings to MAA TO Manager.

Subtask 5 Application Administration/Operations:

- 1.) Weekly status report on new contracts, bids, proposals and users (include security changes) entered.
- 2.) Weekly listing of reports created and distributed.

Update and maintain system process documentation – provide a monthly change report log.

1.) NTP + 120 days: The contractor documents MAA's telecommunications:

- Forms
- Records
- Circuits
- Hardware
- Software
- Contracts

All documentation will include:

- Location List: location identifier: physical address (DMARC/MPOP), billing address, location contact information.
- Service Provider and Invoice: Providers, Invoices received, service categories for invoices, baseline invoice cost, monthly cycle data, account hierarchies.
- Service detail: BTNs, ANIs, DIDs, Rind –down circuits, hunt groups, Circuit Ids, T-1, Pri, service type, traffic type, line rating, Associate account numbers, line types, line configurations information (ex. PIC Codes and hunt groups), access facilities, DNIS, or toll-free porting information. Wireless services should also include, equipment, plan details, feature configurations. Provide a complete line list.
- Contract: Vendors, type of service provided, term length, effective/expire date, commitment volume, and sub-commitment volume.
- CSR Checklist: Date printed, site address, billing address, main services, features, cost, monthly recurring service detail, services under contract, service component costs, tax application, surcharge and fee application.
- Warranties, Maintenance, Spare parts: Provider, Hardware, software, configuration, circuit or line type & ID, warranty, maintenance, support agreements, Bay face information, used ports, unused ports.

2.) Quarterly analysis report of invoices to validate accuracy of charges and identify mis-billings. (Analyze invoices-to-contracts for compliance.)

3.) Quarterly report to document and validate all security information, users, security keys for all MAA's telecommunication and paging systems and facilities.

4.) Quarterly Preventive Maintenance Report

5.) Quarterly DRP Compliance Report - The contractor will provide documentation, and perform a review of compliance with MAA's Disaster Recovery Plan for all telecommunication systems.

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

## **2.1.12 PROPOSED PERSONNEL EXPERTISE REQUIRED**

The TO Contractor must demonstrate in their proposal that the personnel proposed for these tasks possess the following minimum level of expertise in the following areas:

### TELECOMMUNICATIONS ANALYST

Bachelors degree required, in related area preferred but not mandatory. Three years experience in a telecommunications environment is required.

- Knowledge and experience with telecommunications systems and associated telecommunication's applications is required.
- Familiarity with telecommunications service billings and call accounting systems.
- Must have a technical working knowledge of complex telecommunication system configurations, and telecommunications management tools.
- Strong communications skills and ability to interface with all levels of management & staff preferred.
- Experience maintaining PBX & Paging System Bay face inventory information, and port capacity.
- Experience managing and administering telecommunication systems user identifications; passwords and security keys.
- Experience verifying active and inactive telephone lines and circuits
- Proficient with personal computers and the Microsoft Office Suite

### WIRELESS SPECIALIST

Two years experience administering a cellular and pager program. This shall include evaluating end user needs and recommending cellular telephones and pagers to meet those business needs.

- Knowledge and working experience with personal computer is essential.
- Must work well with organization community, have good communications skills and have an organized approach to work habits.
- Familiarity with wireless communication devices including cell phones, pagers (one and two way devices) including all associated record keeping and billing processes.
- Proficient with personal computers and the Microsoft Office Suite
- Providing assistance in maintaining inventory control and location records of telecommunications equipment/software and disposal of property as required.

## **2.2 CONTRACTOR QUALIFICATIONS**

The following qualifications are mandatory. The TO Contractor shall be capable of furnishing all services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

## **SUBSTITUTION OF PERSONNEL**

The TO Contractor shall propose only staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract.

## **2.3 RETAINAGE**

Not applicable to this TO.

## **2.4 INVOICING**

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the accompanying weekly status reports. Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

### **2.4.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify MDOT MAA, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to MDOT MAA at the following address:

Maryland Aviation Administration

Division of Airport Technology

P.O. Box 8766

BWI Airport, MD 21240

Attention: Mr. Neal Heaton

C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.5 REPORTING**

The TO Contractor and the TO Requesting Agency shall conduct weekly progress meetings. A weekly project progress report shall be submitted two in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the weekly period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

## **2.6 CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

### **TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

## **2.7 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Attachment 12 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

## **2.8 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

### **2.8.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE**

#### **A) Proposed Services – Work Plan**

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

#### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

#### **C) MBE Participation**

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

#### **D) Subcontractors**

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

#### **E) Master Contractor and Subcontractor Experience and Capabilities**

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
  - A) Name of organization.
  - B) Name, title, and telephone number of point-of-contact for the reference.
  - C) Type, and duration of contract(s) supporting the reference.

- D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- F) Proposed Facility
  - 1) Identify Master Contractor's facilities, including address, from which any work will be performed.
- G) State Assistance
  - 1) Provide an estimate of expectation concerning participation by State personnel.
- H) Confidentiality
  - 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.
- I) As part of its offer, each offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the offeror is to provide:
  - The State contracting entity
  - A brief description of the services/goods provided
  - The term of the contract
  - The State employee contract person (name, title, telephone number and if possible, e-mail address)
  - Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

## **2.8.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- Attachment 1 - Completed Financial Proposal.

## **PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT**

### **2.9 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

### **2.10 TECHNICAL CRITERIA**

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- 1.) The overall understanding of the work required.
- 2.) The qualifications of the proposed personnel meet or exceed the qualifications set forth in the Master Contract.
- 3.) Satisfactory past performance on engagements provided as reference accounts in the Vendor's Technical Proposal to the TORFP or other engagements not provided in the Technical Proposal but known to the State, especially previous task orders prepared under the Master Contract.

### **2.11 SELECTION PROCEDURES**

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical has greater weight than price.

### **2.12 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

## ATTACHMENT 1 – PRICE PROPOSAL

### PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS TORFP # J00P7200007

#### ITNE LABOR CATEGORIES

| Labor Categories<br><br>(Insert Proposed Labor Category for this TO include pricing for 1 <sup>st</sup> year, 2 <sup>nd</sup> year, and optional 3 <sup>rd</sup> year) | A                 | B                 | C                               |
|--|-------------------|-------------------|---------------------------------|
|  | Hourly Labor Rate | Total Class Hours | Total Proposed CATS TORFP Price |
| <b>ITNE –Base year one</b>   |                   |                   |                                 |
| Help/Service Desk (Resource 1)   | \$                | 2200              | \$                              |
| Tier 1 Technical Support (Resource 2)  | \$                | 2200              | \$                              |
| Workstation upgrade and replacement (Resource 3)   | \$                | 2200              | \$                              |
| Network Engineering and Administration (Resource 4)  | \$                | 2200              | \$                              |
| Application Administration & Operations (Resource 5)   | \$                | 2200              | \$                              |
| <b>TOTAL</b>   |                   |                   | \$                              |
| <b>ITNE –Base year two</b>   |                   |                   |                                 |
| Help/Service Desk (Resource 1)   | \$                | 2200              | \$                              |
| Tier 1 Technical Support (Resource 2)  | \$                | 2200              | \$                              |
| Workstation upgrade and replacement (Resource 3)   | \$                | 2200              | \$                              |
| Network Engineering and Administration (Resource 4)  | \$                | 2200              | \$                              |
| Application Administration & Operations (Resource 5)   | \$                | 2200              | \$                              |
| <b>Total</b>   |                   |                   | \$                              |
| <b>ITNE –Optional year one</b>   |                   |                   |                                 |
| Help/Service Desk (Resource 1)   | \$                | 2200              | \$                              |
| Tier 1 Technical Support (Resource 2)  | \$                | 2200              | \$                              |
| Workstation upgrade and replacement (Resource 3)   | \$                | 2200              | \$                              |
| Network Engineering and Administration (Resource 4)  | \$                | 2200              | \$                              |
| Application Administration & Operations (Resource 5)   | \$                | 2200              | \$                              |
| <b>Total</b>   |                   |                   |                                 |
| <b>Total Evaluated Price (ITNE)</b>  |                   |                   | \$                              |

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 Authorized Individual Name

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 Company Name

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 Title

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 Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

**TNE LABOR CATEGORIES**

| Labor Categories                        | A                 | B                 | C                               |
|---|-------------------|-------------------|---------------------------------|
|   | Hourly Labor Rate | Total Class Hours | Total Proposed CATS TORFP Price |
| <b>TNE –Base year one</b>               |                   |                   |                                 |
| Telecommunications Analyst (Resource 6) | \$                | 2200              | \$                              |
| Wireless Specialist (Resource 7)        | \$                | 2200              | \$                              |
| <b>Total</b>                            |                   |                   | \$                              |
| <b>TNE –Base year two</b>               |                   |                   |                                 |
| Telecommunications Analyst (Resource 6) | \$                | 2200              | \$                              |
| Wireless Specialist (Resource 7)        | \$                | 2200              | \$                              |
| <b>Total</b>                            |                   |                   | \$                              |
| <b>TNE –Optional year one</b>           |                   |                   |                                 |
| Telecommunications Analyst (Resource 6) | \$                | 2200              | \$                              |
| Wireless Specialist (Resource 7)        | \$                | 2200              | \$                              |
| <b>Total</b>                            |                   |                   | \$                              |
| <b>Total Evaluated Price (TNE)</b>      |                   |                   | \$                              |

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**  
**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING**  
**REQUIREMENTS**

**CATS TORFP # J00P7200007**

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 1

#### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

**This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TORFP No. J00P7200007, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_ percent and, if specified in the TORFP, sub-goals of \_\_\_\_ percent for MBEs classified as African American-owned and \_\_\_\_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of \_\_\_\_\_ percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
  - (a) Outreach Efforts Compliance Statement (Attachment D-3)
  - (b) Subcontractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond, as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 2

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

|   |                          |
|---|--------------------------|
| TO Prime Contractor (Firm Name, Address, Phone)                       | Task Order Description   |
| Task Order Agreement Number J00P7200007                               |                          |
| List Information For Each Certified MBE Subcontractor On This Project |                          |
| Minority Firm Name  | MBE Certification Number |
| Work To Be Performed/SIC  |                          |
| Percentage of Total Contract  |                          |
| Minority Firm Name  | MBE Certification Number |
| Work To Be Performed/SIC  |                          |
| Percentage of Total Contract  |                          |
| Minority Firm Name  | MBE Certification Number |
| Work To Be Performed/SIC  |                          |
| Percentage of Total Contract  |                          |

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

#### SUMMARY

|  |                     |
|--|---------------------|
| <b>TOTAL MBE PARTICIPATION:</b>                        | <u>          </u> % |
| <b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>            | <u>          </u> % |
| <b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b> | <u>          </u> % |

Document Prepared By: (please print or type)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 2

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

| List Information For Each Certified MBE Subcontractor On This Project |                          |
|---|--------------------------|
| Minority Firm Name  | MBE Certification Number |
| Work To Be Performed/SIC  |                          |
| Percentage of Total Contract  |                          |
| Minority Firm Name  | MBE Certification Number |
| Work To Be Performed/SIC  |                          |
| Percentage of Total Contract  |                          |
| Minority Firm Name  | MBE Certification Number |
| Work To Be Performed/SIC  |                          |
| Percentage of Total Contract  |                          |
| Minority Firm Name  | MBE Certification Number |
| Work To Be Performed/SIC  |                          |
| Percentage of Total Contract  |                          |
| Minority Firm Name  | MBE Certification Number |
| Work To Be Performed/SIC  |                          |
| Percentage of Total Contract  |                          |
| Minority Firm Name  | MBE Certification Number |
| Work To Be Performed/SIC  |                          |
| Percentage of Total Contract  |                          |

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 3

#### OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # J00P7200007, I state the following:

6. Offeror identified opportunities to subcontract in these specific work categories:
7. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
8. Offeror made the following attempts to contact personally the solicited MBEs:
9. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(DESCRIBE EFFORTS)
- ☐ This project does not involve bonding requirements.
10. ☐ Offeror did/did not attend the pre-proposal conference  
☐ No pre-proposal conference was held.

|              |     |       |
|--------------|-----|-------|
| _____        | By: | _____ |
| Offeror Name |     | Name  |
| _____        |     | _____ |
| Address      |     | Title |
|              |     | _____ |
|              |     | Date  |

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 4

### SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that \_\_\_\_\_ is awarded the TO Agreement in

(Prime TO Contractor Name)

conjunction with TORFP No. J00P7200007, it and \_\_\_\_\_,

(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

---

---

---

---

---

- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 5

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

|  |   |
|--|---|
| Report #: _____<br><br>Reporting Period (Month/Year): _____<br><br><b>Report is due by the 15<sup>th</sup> of the following month.</b> | CATS TORFP #J00P7200007<br>Contracting Unit _____<br>Contract Amount _____<br>MBE Sub Contract Amt _____<br>Contract Begin Date _____<br>Contract End Date _____<br>Services Provided _____ |
|--|---|

|  |      |                 |      |
|--|------|-----------------|------|
| Prime TO Contractor:   |      | Contact Person: |      |
| Address:   |      |                 |      |
| City:  |      | State:          | ZIP: |
| Phone:   | FAX: |                 |      |
| Subcontractor Name:  |      | Contact Person: |      |
| Phone:   | FAX: |                 |      |
| Subcontractor Services Provided:   |      |                 |      |
| <b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b><br><br>1.<br><br>2.<br><br>3.<br><br><b>Total Dollars Unpaid: \$</b> _____ |      |                 |      |

\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.

**Return one copy of this form to the following address:**

|   |   |
|---|---|
| Neal Heaton, Assistant Manager, Division<br>of Airport Technology<br>Maryland Aviation Administration<br>P.O. Box 8766<br>BWI Airport, MD 21240<br>nheaton@bwiairport.com | Neal Heaton, Assistant Manager, Division of Airport<br>Technology<br>Maryland Aviation Administration<br>P.O. Box 8766<br>BWI Airport, MD 21240<br>nheaton@bwiairport.com |
|---|---|

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 6

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

|  |   |            |
|--|---|------------|
| Report #: _____  | CATS TORFP #J00P7200007   |            |
| Reporting Period (Month/Year): ____/____   | Contracting Unit _____  |            |
| <b>Report Due By the 15<sup>th</sup> of the following Month.</b>   | Contract Amount _____   |            |
|  | MBE Sub Contract Amt _____  |            |
|  | Contract Begin Date _____   |            |
|  | Contract End Date _____   |            |
| Services Provided _____  |   |            |
| MBE Subcontractor Name: _____  |   |            |
| MDOT Certification #: _____  |   |            |
| Contact Person: _____  |   |            |
| Address: _____   |   |            |
| City: _____  | State: _____  | ZIP: _____ |
| Phone: _____   | FAX: _____  |            |
| Subcontractor Services Provided: _____   |   |            |
| <b>List all payments received from Prime TO Contractor during reporting period indicated above.</b><br><br>1.<br><br>2.<br><br>3.<br><br><b>Total Dollars Paid: \$</b> _____ | <b>List dates and amounts of any unpaid invoices over 30 days old.</b><br><br>1.<br><br>2.<br><br>3.<br><br><b>Total Dollars Unpaid: \$</b> _____ |            |
| Prime TO Contractor: _____ Contact Person: _____   |   |            |

**Return one copy of this form to the following address:**

|   |   |
|---|---|
| Neal Heaton, Assistant Manager, Division<br>of Airport Technology<br>Maryland Aviation Administration<br>P.O. Box 8766<br>BWI Airport, MD 21240<br>nheaton@bwiairport.com | Neal Heaton, Assistant Manager, Division of Airport<br>Technology<br>Maryland Aviation Administration<br>P.O. Box 8766<br>BWI Airport, MD 21240<br>nheaton@bwiairport.com |
|---|---|

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS



## **ATTACHMENT 3 – TASK ORDER AGREEMENT**

### **CATS TORFP# J00P7200007 OF MASTER CONTRACT #050R5800338**

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, MAA.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the MAA, as identified in the CATS TORFP # J00P7200007.
  - b. “CATS TORFP” means the Task Order Request for Proposals # J00P7200007, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
  - d. “TO Procurement Officer” means Neal Heaton. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between MAA and TO Contractor.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means Neal Heaton of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS TORFP
    - c. Exhibit B – TO Proposal-Technical
    - d. Exhibit C – TO Proposal-Financial

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

---

By: Type or Print TO Contractor POC

---

Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, MAA

\_\_\_\_\_  
By: insert name, TO Procurement Officer

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

## ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## **ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

5. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
6. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
7. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

8. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
9. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
10. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

## ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

|   |   |
|---|---|
| Proposed Individual's Name/Company:   | How does the proposed individual meet each requirement? |
| <b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>  |   |
| Education:<br>(Insert the education description from the CATS RFP from Section 2.12 for the applicable labor category.)   |   |
| Experience:<br>(Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category.) |   |
| Duties:<br>(Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)         |   |

The information provided on this form for this labor class is true and correct to the best of my knowledge:

**Contractor's Contract Administrator:**

|           |      |
|-----------|------|
|           |      |
| Signature | Date |

**Proposed Individual:**

|           |      |
|-----------|------|
|           |      |
| Signature | Date |

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

## **ATTACHMENT 6 – DIRECTIONS**

### **TO THE PRE-TO PROPOSAL CONFERENCE**

Driving directions for MDOT Headquarters

7201 Corporate Center Dr.

Hanover, Md. 21076

#### **Baltimore:**

*From 695; Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.*

#### **Washington:**

*From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.*

#### **Annapolis:**

*From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.*

## **ATTACHMENT 7 – NOTICE TO PROCEED**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #J00P7200007

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Neal Heaton of the MAA will serve as your contact person on this Task Order. Neal Heaton can be reached at (410) 859-7290, [nheaton@bwiairport.com](mailto:nheaton@bwiairport.com).

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Neal Heaton

Task Order Procurement Officer

Enclosures (2)

cc: Neal Heaton

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

## ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Airport Technology Support

TO Agreement Number: #J00P7200007

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Neal Heaton

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

\_\_\_\_\_  
Date Signed

SUBMIT AS REQUIRED IN SECTION 1.) OF THE TORFP.

## ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: MAA

TORFP Title: Airport Technology Support

TO Manager: Neal Heaton (410) 859-7290

**To:**

The following deliverable, as required by TO Agreement #J00P7200007, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

---

TO Manager Signature

---

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 1.) OF THE TORFP.

## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #J00P7200007 for Airport Technology Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Neal Heaton, MAA on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the State of Maryland ("the State"), acting by and through its MAA (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Airport Technology Support TORFP No. J00P7200007 dated release date for TORFP, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

**WHEREAS**, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding \_\_\_\_\_ (the “Confidential Information”).

**NOW, THEREFORE**, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

**MAA:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 12 – NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to [nheaton@bwiairport.com](mailto:nheaton@bwiairport.com). If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

|                       |  |
|-----------------------|--|
| TORFP Title:          | Airport Technology Support               |
| TORFP Project Number: | ADPICS Purchase Order Number J00P7200007 |

If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- ( ) Other commitments preclude our participation at this time.
  - ( ) The subject of the TORFP is not something we ordinarily provide.
  - ( ) We are inexperienced in the services required.
  - ( ) Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - ( ) The scope of work is beyond our present capacity.
  - ( ) Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
  - ( ) We cannot be competitive. (Explain in REMARKS section.)
  - ( ) Time allotted for completion of a Task Order Proposal is insufficient.
  - ( ) Start-up time is insufficient.
  - ( ) Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
  - ( ) TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
  - ( ) MBE requirements. (Explain in REMARKS section.)
  - ( ) Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - ( ) Payment schedule too slow.
  - ( ) Other:\_\_\_\_\_.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

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Master Contractor

Name:\_\_\_\_\_Date:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Phone \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Email\_\_\_\_\_

**EXHIBIT A**

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN  
ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address  
of Employee or Agent

Signature

Date

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